## Gameday Tab's On Us with Cash App Terms and Conditions ("Terms & Conditions")

Eligibility. "Gameday Tab's On Us" (hereafter, the "Program") is open to legal permanent residents of the United States who are at least eighteen (18) years of age at the time/date of entry (hereafter, "Eligible Entrants"). Employees, officers, directors, agents and representatives of New York Jets LLC ("Sponsor"), Cash App, Visa, the NFL Entities (defined below), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, supplies, advertising and promotion agencies (hereafter, collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate. Subject to all applicable laws and void where prohibited.

**Incentive Period.** Offer for the Program is valid from Tuesday, April 8, 2025, at 9:00 AM ET until Thursday, April 17, 2025, at 4:59 PM ET (the "**Incentive Period**").

How to Participate. Eligible Entrants will be able to participate in the Program (i) by purchasing, during the Incentive Period, one or more season tickets directly from Sponsor for New York Jets home games at MetLife Stadium (the "<u>Stadium</u>") during the New York Jets 2025-2026 season, (ii) by not being a season ticket holder during the 2024-2025 season, and (iii) provided that the purchase price of the 2025-2026 season ticket(s) is a minimum of Two Hundred Dollars (\$200.00) (the "<u>Eligible Purchase</u>").

**Incentive**. With each Eligible Purchase, Sponsor will provide each Eligible Entrant a One Hundred Dollar (\$100.00) credit in Jets Cash (the "Jets Cash") which can be used at the Stadium during the 2025-2026 season for New York Jets home games or at any New York Jets sponsored event. The Jets Cash shall be accessible beginning July 1, 2025. For purposes of clarity, in the event Eligible Entrant does not utilize the full amount of the Jets Cash, Eligible Entrant acknowledges that it shall not be entitled to any refund or credit of any remaining balance of the Jets Cash to any future events at the Stadium or any New York Jets sponsored events (as the Jets Cash will be deemed exhausted after completion of the 2025-2026 season). Additionally, Eligible Entrant further acknowledges that Eligible Entrant shall be responsible for the difference, if any, between the Jets Cash and the total costs of food & beverage, any additional services, taxes and/or gratuity for purchases made using the Jets Cash. Eligible Entrant shall be responsible for the costs of food, beverages or other services.

**Miscellaneous**. The Jets Cash is non-negotiable, non-transferable and non-refundable. No cash or credit alternative shall be available. Sponsor reserves the right to cancel, terminate, modify or suspend the Program or these terms and conditions, either in while or in part, with or without notice. The Jets Cash is available while supplies last and shall not be offered in conjunction with any other offer or promotion by Sponsor. There shall only be one Jets Cash credit per purchaser and/or per address for the duration of the Incentive Period. The Released Parties shall have no

**Commented [GW1]:** Is there a reason Visa was not included?

liability and will be held harmless by entrants for any claim, action, liability, loss, injury, damage to entrants or any other person or entity, including without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the Jets Cash or participation in the Program.

Arbitration: Except where prohibited by law, as a condition of participating in this Program, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Program, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Program), and entrant further waives all rights to have damages multiplied or increased.

Choice of Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of entrant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA.

NFL Disclaimer: The National Football League, their member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the "NFL Entities") will have no liability or responsibility for any claim arising in connection with participation in this Program or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

Visa has not sponsored or offered this promotion in any way.